



**SITE PLAN CONTROL APPLICATION  
DELEGATED AUTHORITY REPORT  
STAFF, DEVELOPMENT REVIEW, CENTRAL**

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Site Location: 667 Bank Street

File No.: D07-12-16-0118

Date of Application: August 4, 2016

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This SITE PLAN CONTROL application submitted by Vincent Colizza of Vincent P. Colizza Architect Inc., on behalf of Milito Investments Ltd., is APPROVED as shown on the following plan(s):

1. **Site Plan**, drawing No. SP-01, prepared by Vincent P. Colizza Architect Incorporated, Project No. 1414, dated July 29, 2016, revision 3, dated November 9, 2017.
2. **West Elevation**, drawing No. A2.1, prepared by Vincent P. Colizza Architect Incorporated, Project No. 1414, dated July 29, 2016, revision 2, dated April 7, 2017.
3. **East Elevation**, drawing No. A2.2, prepared by Vincent P. Colizza Architect Incorporated, Project No. 1414, dated July 29, 2016, revision 3, dated May 1, 2017.
4. **South Elevation**, drawing No. A2.3, prepared by Vincent P. Colizza Architect Incorporated, Project No. 1414, dated July 29, 2016, revision 2, dated April 7, 2017.
5. **North Elevation**, drawing No. A2.4, prepared by Vincent P. Colizza Architect Incorporated, Project No. 1414, dated July 29, 2016, revision 2, dated April 7, 2017.
6. **Roof Plan**, drawing No. A1.5, prepared by Vincent P. Colizza Architect Incorporated, Project No. 1414, dated July 29, 2016, revision 1, dated March 6, 2017.
7. **Landscape Plan**, drawing No. L1.01, prepared Levstek Consultants Inc. Landscape Architects, Project No. 1118, dated May 2016, revision 4, dated November 8, 2017.

8. **Proposed Grading, Servicing and Stormwater Management Plan**, drawing No. G-1, prepared by T.L. Mak Engineering Consultants Ltd., Consultant's Project No. 816-41, dated March 17, 2017, revision 4, dated October 12, 2021.
9. **Proposed Erosion and Sediment Control Plan**, drawing No. ESC-1, prepared by T.L. Mak Engineering Consultants Ltd., Consultant's Project No. 816-41, dated March 17, 2017, revision 2, dated April 13, 2017.

And as detailed in the following report(s):

1. **Phase I Environmental Site Assessment**, prepared by Paterson Group, dated August 8, 2016.
2. **Phase 1 – Environmental Site Assessment Update**, prepared by Paterson Group, dated February 8, 2022.
3. **Phase II Environmental Site Assessment**, Report #: PE3865-2, prepared by Paterson Group, dated February 9, 2022.
4. **Environmental Noise Impact Assessment**, Mixed Use Development 667 Bank Street, Ottawa, Ont. prepared by IBI group, dated August 31, 2016.
5. **Geotechnical Investigation**, prepared by Paterson Group, Report #PG3825-1, Revision 2, dated November 2, 2021.
6. **Serviceability Report**, prepared by T.L. Mak Engineering Consultants Ltd, Report #R-816-41A (Rev. 2), dated March 2017.
7. **Storm Drainage Report**, prepared by T.L. Mak Engineering Consultants Ltd, Report #R-816-41 (Rev. 2), dated March 2017.
8. **Report Re: 667 Bank Street – adjacent elm in Patterson's Creek Park**, prepared by IFS Associates, dated May 9, 2016.
9. **Report Re: Elm Root Investigation – 667 Bank Street**, prepared by IFS Associates, dated December 31, 2021.

And subject to the following Requirements, General and Special Conditions:

### **General Conditions**

1. The Owner shall enter into a standard site development agreement consisting of the following conditions. In the event the Owner fails to enter into such agreement within one year, this approval shall lapse.
2. **Execution of Agreement Within One Year**

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event

that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

**3. Permits**

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Real Estate and Economic Development.

**4. Barrier Curbs**

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Real Estate and Economic Development.

**5. Water Supply For Fire Fighting**

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

**6. Reinstatement of City Property**

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

**7. Construction Fencing**

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Real Estate and Economic Development.

**8. Construct Sidewalks**

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Real Estate and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

**9. Extend Internal Walkway**

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## **10. Completion of Works**

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets. Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Real Estate and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Real Estate and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

## **11. Development Charges**

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

## **12. Development Charges – Instalment Option**

- (a) The Owner acknowledges that for building permits issued after January 15, 2010, payment of non-residential development charges, excluding development charges for institutional developments, may be calculated in two (2) installments at the option of the Owner, such option to be exercised by the Owner at the time of the application for the building permit. The non-discounted portion of the development charge shall be paid at the time of issuance of the building permit and the discounted portion of the development charge shall be payable a maximum of two (2) years from the date of issuance of the initial building permit subject to the following conditions:
- (i) a written acknowledgement from the Owner of the obligation to pay the discounted portion of the development charges;
  - (ii) no reduction in the Letter of Credit below the amount of the outstanding discounted development charges; and
  - (iii) indexing of the development charges in accordance with the provisions of the City's Development Charges By-law, as amended.

- (b) The Owner further acknowledges and agrees that Council may terminate the eligibility for this two (2) stage payment at any time without notice, including for the lands subject to this Agreement and including for a building permit for which an application has been filed but not yet issued.
- (c) For the purposes of this provision,
  - (i) “discounted portion” means the costs of eligible services, except fire, police and engineered services, that are subject to 90% cost recovery of growth-related net capital costs for purposes of funding from development charges. The 10% discounted portion, for applicable services, must be financed from non-development charge revenue sources.
  - (ii) “non-discounted portion” means the costs of eligible services, fire, police and engineered services, that are subject to 100% cost recovery of growth-related net capital costs for purposes of funding from development charges.

## **Special Conditions**

### **13. Temporary Encroachment into the City Right of Way**

For any zero lot line development adjacent to an arterial or collector road that will have an impact on mobility including sidewalks, cycling lanes or travelled lanes during the construction process must provide a constructability plan which indicates the impact on mobility and traffic prior to registration of the agreement and may be required to provide a traffic impact study based on the impacts on mobility during construction.

### **14. Permanent Encroachment Agreement**

The Owner acknowledges and agrees to enter into a permanent Encroachment Agreement to permit the encroachment of the retaining wall to be constructed within the City’s Clemow Avenue right-of-way. The Owner shall, at its expense, provide a reference plan for registration, indicating the approved encroachments, and the Owner shall submit the draft reference plan to the City’s Surveyor for review and approval prior to its deposit in the Land Registry Office. The Owner further acknowledges and agrees that the cost of preparation and registration of the Encroachment Agreement will be borne by the Owner.

### **15. Letter of Tolerance – Right-of-Way**

The Owner shall, within two (2) weeks of Site Plan Control Approval, file with the General Manager, Planning, Real Estate and Economic Development a copy of the letter of tolerance issued by the Right-of-Way Unit for the encroachment of the retaining wall to be constructed within the City’s Clemow Avenue right-of-way, as shown on the approved Landscape Plan.

## **16. On-Site Parking**

- (a) The Owner acknowledges and agrees that units within the proposed building(s) will not be provided with on-site parking. In the event any future tenant or purchaser wishes to have parking, the Owner acknowledges that alternative and lawful arrangements may need to be made to address parking needs at an alternate location and such arrangements are solely the responsibility of the person seeking parking. The Owner further acknowledges and agrees the availability and regulations governing on-street parking vary; that access to on-street parking, including through residential on-street parking permits issued by the City cannot be guaranteed now or in the future; and that a tenant or purchaser intending to rely on on-street parking for their vehicle or vehicles does so at their own risk.
- (b) The Owner acknowledges and agrees that a notice-on-title respecting on-site parking, as contained in Clause 17 below, shall be registered on title to the subject lands, at the Owner's expense, and a warning clause shall be included in all agreements of purchase and sale and lease agreements.

## **17. On-Site Parking - Notice on Title**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the unit being sold/rented will not be provided with any on-site parking. Should the Purchaser/Lessee have a vehicle for which they wish to have parking, alternative and lawful arrangements will need to be made to address their parking needs at an alternate location and that such arrangements are solely the responsibility of the person seeking parking. The Purchaser/Lessee acknowledges that the availability and regulations governing on-street parking vary; that access to on-site street parking, including through residential on-street parking permits issued by the City of Ottawa cannot be guaranteed now or in the future; and that the Purchaser/Lessee intending to rely on on-street parking for their vehicle or vehicles does so at their own risk."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale and lease agreements for the lands described herein, which covenant shall run with the said lands."

## **Access**

### **18. Private Access**

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being [By-Law No. 2003-447](#) as amended, or as approved through the Site Plan control process.

## **Noise**

### **19. Noise Control Attenuation Measures**

The Owner covenants and agrees that it shall retain the services of a professional engineer licensed in the Province of Ontario to ensure that the recommendations of the Environmental Noise Impact Assessment report (the "Report") are fully implemented. The Owner further acknowledge and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development Department with confirmation issued by the professional engineer that the Owner has complied with all recommendations and provisions of the Report, prior to building occupancy, which confirmation shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development Department.

The Owner acknowledges and agrees to implement the noise control attenuation measures recommended in the approved Environmental Noise Impact Assessment as follows:

- (a) each unit is to be equipped with central air conditioning;
- (b) further to subsection (a) above, the location and installation of any outdoor air conditioning device(s) shall comply with the noise criteria of the Ministry of the Environment, Conservation and Parks' Publication NPC-216, dated 1993, and the Environmental Noise Guidelines for Installation of Residential Air Conditioning Devices, dated September 1994, as amended, in order to minimize the noise impacts both on and off the immediate vicinity of the subject lands.
- (c) prior to the issuance of a building permit, a review of building components (windows, walls, doors) is required and must be designed to achieve indoor sound levels within the City's and the Ministry of the Environment, Conservation and Parks' noise criteria;
- (d) notice respecting noise shall be registered against the lands, at no cost to the City, and a warning clause shall be included in all agreements of purchase and sale or lease agreements, as detailed in paragraph 24 below.

### **20. Notice on Title – Noise Control Attenuation Measures**

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease

agreements shall contain the following clauses, which shall be covenants running with the subject lands:

#### Type D – Central Air Conditioning

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that this dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the City of Ottawa’s and the Ministry of the Environment, Conservation and Parks’ noise criteria.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

### **21. Certification Letter for Noise Control Measures**

The Owner acknowledges and agrees that upon completion of the development and prior to occupancy and/or final building inspection, it shall retain a Professional Engineer, licensed in the Province of Ontario with expertise in the subject of acoustics related to land use planning, to visit the lands, inspect the installed noise control measures and satisfy himself that the installed recommended interior noise control measures comply with the measures in the Environmental Noise Impact Assessment, as approved by the City and/or the approval agencies and authorities (The Ministry of the Environment, Conservation and Parks) or noise thresholds identified in the City’s Environmental Noise Control Guidelines. The Professional Engineer shall prepare a letter to the General Manager, Planning, Real Estate and Economic Development (the “Certification Letter”) stating that he certifies acoustical compliance with all requirements of the applicable conditions in this Agreement, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

## **ENGINEERING**

### **Geotechnical Engineering and Soils**

#### **22. Geotechnical Investigation**

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation report (the “Report”), are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Real Estate and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the completion of the Works, which confirmation shall be to the

satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### **23. Geotechnical - Encroachments**

The geotechnical report has recommended a method of shoring that may encroach onto the adjacent property or onto the City right-of-way. Please note that the applicant is required to obtain the approval of the adjacent property Owner and/or receive municipal consent for any works within the right-of-way prior to the installation of any encroachments. For encroachments within the ROW the applicant shall ensure that there will be no conflicts between the proposed shoring method and the municipal services or utilities in the ROW.

### **24. Record of Site Condition**

Prior to the issuance of any building permit, the Owner shall submit to the General Manager, Planning, Real Estate and Economic Development, and the Chief Building Official, a Record of Site Condition ("RSC") completed in accordance with the *Environmental Protection Act*, R.S.O. 1990, c. E.19, O.Reg. 153/04 ("O.Reg. 153/04"), as amended, and such RSC shall be acknowledged by the Ministry of the Environment, Conservation and Parks. The RSC shall confirm that all or part of the site is suitable for the proposed use in accordance with O.Reg. 153/04. The City may issue a building permit on a phased basis to allow for site investigation and remediation activities if permitted by O.Reg. 153/04 which shall be at the sole discretion of the Chief Building Official.

### **25. Soil Management**

The Owner acknowledges and agrees to retain an environmental consultant to identify areas on the subject lands where excess soils, fill and/or construction debris will be removed. If through further testing any of these materials are found to be contaminated, the Owner acknowledges and agrees to dispose, treat or recycle these materials at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks.

## **Groundwater**

### **26. Groundwater Management**

The Owner acknowledges and agrees to retain an environmental consultant to test groundwater to be removed from the site during and after redevelopment. If through further testing the groundwater samples are found to be contaminated, all contaminated groundwater must be removed, managed or treated in accordance with appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-Law, being By-law No. 2003-514, as amended.

## **Civil Engineering**

### **27. Requirement for a Grease Trap**

In accordance with the City's Sewer Use By-law, being By-law No. 2003-514, as amended, the Owner acknowledges and agrees to install a grease trap on the internal sanitary plumbing system when a restaurant is established on the lands.

### **28. Stormwater Management Memorandum**

Prior to registration of this Agreement, the Owner acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development, with a memorandum prepared by a Professional Engineer, licensed in the Province of Ontario, confirming that the designed roof-top scuppers and associated spill point elevations will be set equivalent to the top of the control weir of the approved roof drain elevation(s). The Owner further acknowledges and agrees that said memorandum shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development, and all associated costs shall be the Owner's responsibility.

### **29. Inlet Control Devices (ICDs)**

The Owner acknowledges and agrees to install and maintain in good working order the required roof-top and in-ground stormwater inlet control devices, as recommended in the approved Stormwater Management Plan. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

### **30. Professional Engineering Inspection**

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Real Estate and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Real Estate and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Real Estate and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

### **31. Stormwater Works Certification**

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in

conformity with the approved Plans and Reports. The Owner further acknowledges and agrees to provide the General Manager, Planning, Real Estate and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports.

### **32. Site Dewatering**

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

## **Contamination**

### **33. Environmental Site Remediation Program**

The Owner acknowledges and agrees to implement an environmental site remediation program, as per the recommendations of the Supplemental Phase II Environmental Site Assessment involving the excavation and off-site disposal of all impacted soil and the pumping treatment or off-site disposal of all impacted groundwater, which is to be completed concurrently with the site redevelopment. The Owner acknowledges and agrees that

- (a) soils that are found to be contaminated, must be disposed, treated or recycled at a waste disposal site or landfill licensed for that purpose by the Ministry of the Environment, Conservation and Parks;
- (b) groundwater found to be contaminated, shall be removed, managed and/or treated in accordance with the appropriate Ontario regulations and/or discharged in accordance with the City's Sewer Use By-law, being By-law 2003-514, as amended.

## **Private Systems**

### **34. Private Storm Sewer Connection to City Sewer System**

The Owner acknowledges and agrees that any new storm sewers to be installed as part of this development shall not be connected to the City's existing storm sewer system until such time as either:

- (c) a certificate of conformance and As-built Drawings have been received from a Professional Engineer, licensed in the Province of Ontario, certifying that all required inlet control devices have been properly installed to City Standards or Specifications, and that the storm sewer system has been installed in accordance with the approved engineering drawings for site development and City Sewer Design Guidelines. The inlet control devices shall be free of any debris; or

- (d) a flow limiting orifice plate, designed by a Professional Engineer licensed in the Province of Ontario and to the satisfaction of the City, has been installed at the storm water outlet prior to connecting any upstream storm sewers. Such orifice plate shall not be removed until subsection (a) above has been satisfied and approved by the General Manager, Planning, Real Estate and Economic Development.

### **35. Site Lighting Certificate**

- (e) The Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
  - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);
  - (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (f) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Real Estate and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

## **Planning and Design**

### **36. Maintenance and Liability Agreement for Landscaping**

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all plant and landscaping material (except municipal trees), decorative paving and street furnishings placed in the City's right-of-way along Clemow Avenue and Bank Street in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

## **Waste Collections**

### **37. Waste and Recycling Collection (Standard Collection)**

- (g) Residential Units

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is

recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

(h) Non-Residential/Commercial Units

The Owner acknowledges and agrees that waste collection and recycling collection will not be provided by the City and it shall make appropriate arrangements with a private contractor for waste collection and recycling collection at the Owner's sole expense. The Owner shall consult a private contractor regarding any access requirements for waste and/or recycling collection.

## **Trees**

### **38. Tree Protection**

The Owner acknowledges and agrees that the Ginko biloba and Ulmus americana "Princeton" trees within the City's rights-of-way to be retained, as shown on the approved Landscape Plan, shall be protected in accordance with the City's required tree protection measures. At a minimum, the following tree protection measures shall be applied during all on-site works:

- (i) Erect a fence at the critical root zone (CRZ) of trees, defined as ten (10 cm) centimetres from the trunk for every centimetre of trunk DBH (i.e.,  $CRZ = DBH \times 10cm$ );
- (j) Tunnel or bore when digging within the CRZ of a tree;
- (k) Do not place any material or equipment within the CRZ of the tree;
- (l) Do not attach any signs, notices or posters to any tree;
- (m) Do not raise or lower the existing grade within the CRZ without the approval of the General Manager, Planning, Real Estate and Economic Development;
- (n) Do not damage the root system, trunk or branches of any tree; and
- (o) Ensure that exhaust fumes from all equipment are not directed towards any tree's canopy.

### **39. Tree Permit**

The Owner acknowledges and agrees it shall comply with the provisions set out in the City's Tree Protection By-law, being By-Law No. 2020-340, as amended.

### **40. New Trees**

All trees to be planted in the City Right-of-Way shall be done so in Silva Cells or technological equivalent, to the satisfaction of the General Manager of the Planning, Real Estate and Economic Development Department.

#### **42. American Elm Tree in Exploration Garden Park**

If any tree related items arise for the American Elm Tree located in Exploration Garden Park, Tracy Smith from Forestry Services is to be contacted at tracy.smith@ottawa.ca.

#### **Parkland**

#### **43. Notice on Title – existing parkland**

The Owner, or any subsequent Owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

“The Purchaser/Lessee for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that the existing parkland within the vicinity of the subject lands may have active hard and soft surface recreational facilities and may include lit facilities.”

“The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands.”

#### **44. Cash-in-Lieu of Parkland**

The Owner shall pay cash-in-lieu of parkland in accordance with the Parkland Dedication By-law of the City of Ottawa, as well as the fee for appraisal services. The monies are to be paid at the time of execution of the Site Plan Agreement.

#### **45. Protection of Public Park Lands**

- (a) The Owner shall neither deposit, nor permit to be deposited, fill, snow, debris, building materials, granular, excavated materials, topsoil or construction equipment, nor allow vehicle parking, storage or access for any purposes on the adjacent parkland. Furthermore, the Owner shall neither remove nor permit to be removed any fill, top soil, trees, vegetation or shrubs from on the adjacent parkland, without the prior consent of the General Manager, Planning, Real Estate and Economic Development.
- (b) The Owner shall install tree protection fencing around the tree to be retained within the adjacent parkland. Fencing shall be installed prior to any site Works, and shall be maintained in good order throughout the construction period. Any removal or revisions to the location of temporary fencing shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

#### **46. Installation of Signs on Private Property**

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Real Estate and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.



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Date

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Allison Hamlin  
(Acting) Manager, Development Review, West  
Planning, Real Estate and Economic  
Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



## SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

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**File Number:** D07-12-16-0118

### SITE LOCATION

667 Bank Street, and as shown on Document 1.

### SYNOPSIS OF APPLICATION

The subject site is located on the northeast corner of the Bank Street and Clemow Avenue intersection, within the Glebe community. The subject site is also located in the Clemow Estate East Heritage Conservation District. Currently, the 450.2m<sup>2</sup> site is occupied by a surface parking lot with driveway access from Clemow Avenue. The following land uses surround the subject site:

- North: City parks (the Exploration Garden and Central Park) fronting onto Bank Street. Further north, along Bank Street, there are mixed-use buildings, restaurants and retail stores;
- East and South-East: residential uses consisting primarily of single-detached dwellings;
- South: Across Clemow Avenue, fronting onto Bank Street, there is a single-storey restaurant with a surface parking lot, followed by a three-storey mixed-use building at Bank Street and First Avenue; and
- West: Immediately across Bank Street, the land and building are vacant. Other uses along Bank Street are mixed, including commercial and residential units. Beyond these uses are residential properties consisting of low-rise dwellings.

The proposed five-storey, mixed-use building includes three retail units at grade (totalling 177 square metres of commercial floor space). The building incorporates a variety of transitions, including a setback above the fifth storey, a setback above the second storey to respect the canopy of the mature American elm in the Exploration Garden, and a one-storey portion on the western side, where the lot abuts the neighbouring single-detached dwelling. No parking spaces are required or proposed. The basement level will contain an amenity area, storage lockers and mechanical rooms. The one-storey portion on the east side will contain bicycle parking spaces and waste storage. New planters are proposed along the eastern property line, as well as a 1.4-metre-high fence.

A total of 12 apartments are proposed, including one one-bedroom unit and 11 two bedroom-units. Access to the lobby for the residential units is located along the Clemow Avenue frontage.

## **DECISION AND RATIONALE**

This application is approved for the following reasons:

- The proposal is consistent with the Official Plan policies for development on “Traditional Mainstreets”, and “Mainstreets” within the “Inner Urban Transect” in the new Official Plan. It provides a mix of uses and intensification in a mid-rise built form with quality urban design and compatibility.
- The lands are zoned as Traditional Mainstreet, Urban Exception 2437, Schedule 377 (TM[2437] S377), which permits a broad range of uses, including: retail, service commercial, office, residential and institutional uses. The Zoning By-law Amendment (By-law 2017-410) was approved by Council in 2017 and the Local Planning Appeals Tribunal in 2019. The proposed development complies with the approved site-specific zoning.
- A heritage permit was issued in 2016 and remains valid. The site plan reflects this approval.
- The proposal is in keeping with the Urban Design Guidelines for Development along Traditional Mainstreets and Bird-Safe Design Guidelines.
- The approval is subject to a Site Plan Agreement to ensure the appropriate conditions and plan details are secured, including but not limited to the protection of trees along Bank Street, Clemow Avenue and within the adjacent park.
- The proposed building and site layout are well suited to the context, and the mixed-use infill represents good planning and is in the public interest.

## **PARKLAND DEDICATION**

Parkland dedication, in accordance with By-law 2009-95, is being satisfied within this approval through the taking of cash-in-lieu of parkland as detailed in the above conditions.

## **URBAN DESIGN REVIEW PANEL**

The Site Plan Control application was subject to the Urban Design Review Panel process. A formal review meeting was held on November 2, 2017.

The panel’s recommendations from the formal review meeting are:

### **General Comments**

- The Panel very much appreciates the revisions to the proposal in response to the initial recommendations, including the notch in the north façade to accommodate the mature tree, and the attempt to better transition the building toward the neighbouring property to the east, on Clemow Avenue.
- The Panel acknowledges that the main challenge with this site is establishing an appropriate transition from the main street condition along Bank Street, toward the

block to the east which is a Heritage Conservation District of detached houses along Clemow Avenue.

- Overall, the Panel supports the simplified design with fewer jogs, and a massing that is more eloquent than the original proposal.

### **Architectural Expression**

- The Panel recommends that the windows on the east façade, do not have the appearance of being fake windows. Careful attention should be placed on colour and materials.
- It is recommended that the southeast corner of the roofline can be notched-in as there are no stairs at the top level. This allows the roof form to mimic the indentation on the other side of the building, which helps with the transition from this property to the site to the east.
- It is the opinion of the panel that the stair and ramp to the building entrance along Clemow Avenue should be visible, and not impeded by planters.
- The Panel believes that the zinc treatment on the roof is a good choice as it weathers nicely and has some precedence in Ottawa.

### **Landscape and Sustainability**

- The Panel is concerned with the survivability of the mature tree to the north of the building. Scaffolding, and all construction related impacts, must be carefully considered to ensure the long term health of this tree. Furthermore, appropriate soil depth must be provided.
- Consider installing a green roof on the low rise wing of the building on the east façade. The Panel believes the row of junipers is not adequate and a softer approach including enhanced plantings with an element of height, would offer a better visual buffer. This would improve the transition between this building and the property next door.
- The Panel strongly suggests that the landscaped boulevard present along Clemow Avenue to the east of this property should continue to Bank Street. Only the interlock driveway should interrupt the boulevard landscape, with the concrete sidewalk carrying through the interlock driveway
- The treatment of planter boxes on the property requires improvement. The Panel is of the opinion that planter boxes would be better designed if they could also function as benches. Careful attention to the aesthetics of the planters will help integration into the streetscape and improve the transition from the main street condition to the residential block. Consider incorporating these features at the base of the building, rather than as separate elements.

The Panel was successful in aiding in the implementation of the following:

- Improving the transition to the Clemow Avenue neighbourhood and heritage conservation district through additional soft landscaping on the roof and in the boulevard
- Creating a pavilion-type of building, with windows facing the streets and park.

## **CONSULTATION DETAILS**

### **Councillor's Concurrence**

Councillor Shawn Menard was aware of the application related to this report and has no concerns with the proposed conditions of approval.

### **Public Comments**

This application was subject to public circulation under the Public Notification and Consultation Policy at the time of application but since amendments to the Site Plan Control By-law in 2019 is no longer subject to public circulation under the Public Notification and Consultation Policy.

### **Technical Agency/Public Body Comments**

All technical agency correspondence was forwarded to the applicant, and the applicant was advised to contact technical agencies directly for additional information and requirements.

## **APPLICATION PROCESS TIMELINE STATUS**

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to the complexity of the issues associated with site design, as well as the appeal of the concurrent Zoning By-law Amendment application.

**Contact:** Allison Hamlin Tel: 613-580-2424, ext. 25477 or e-mail: [allison.hamlin@ottawa.ca](mailto:allison.hamlin@ottawa.ca)

# Document 1 – Location Map



		LOCATION MAP / PLAN DE LOCALISATION SITE PLAN / PLAN D'EMPLACEMENT	
D07-12-16-0118	21-1155-J	 <b>667 rue Bank Street</b>	
I:\CO\2021\Site\Bank_667			
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